

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

Made on the date specified in Schedule 1.

BETWEEN            **JAMES COOK UNIVERSITY** of Townsville, Queensland

(‘Assignor’)

AND            **GLOBAL CARDIAC SOLUTIONS PTY LTD ACN 102 773 571** of Townsville,  
Queensland

(‘Assignee’)

**BACKGROUND**

- A. The Assignor is the owner of the Intellectual Property Rights in the Technology.
- B. The Assignor wishes to assign ownership of all Intellectual Property Rights in the Technology to the Assignee on the terms of this Deed.

**OPERATIVE PROVISIONS****1. DEFINITIONS**

In this Deed, except to the extent the context otherwise requires:

‘Assignment Fee’ means the fee payable for the assignment of the Intellectual Property Rights in the Technology, which equates to the value of those Intellectual Property Rights as at the date of this Deed, and which amount is set out in Schedule 1;

‘Confidential Information’ means information which relates to the subject matter of this Deed and includes, without limitation, information relating to:

- (a) the design, concepts, techniques, formulae, specifications and content of the Technology;
- (b) the personnel, policies or business strategies of the Assignee or the Assignor; and
- (c) the terms upon which the Technology is being assigned pursuant to this Deed;

‘Deed’ means this Deed of Assignment of Intellectual Property Rights;

‘Intellectual Property Rights’ includes all beneficial and legal ownership in any copyright, moral rights, trade marks, know-how, any right to have confidential information kept confidential, trade secrets, designs, patents, semi-conductor or circuit layout rights, trade, business or company names or other proprietary rights, whether registered or registrable, and any rights to registration, and all renewals and extensions of such rights existing throughout the world, whether created before, on, or after the date of this Deed;

‘Law’ means the *Corporations Act 2001 (Cth)*;

‘person’ and ‘persons’ include individuals, firms, partnerships, bodies corporate, associations and governments and governmental, semi-governmental and local authorities and agencies;

‘Schedule’ means a schedule to this Agreement;

'Technology' means the technology described as a method for arresting, protecting and preserving the functioning of the heart in major cardiovascular surgical procedures, including:

- (a) the invention the subject of the patents set out in Schedule 2, and any other patents related to or claiming priority from those in Schedule 2, anywhere in the world;
- (b) any manuals or handbooks produced by or on behalf of the Assignor relating to the invention described in paragraph (a);
- (c) information which relates to trade secrets, technical specifications, know-how, plans, design concepts, ideas, design specifications, manufacturing or development processes, research, formulae, applications, unique features or techniques, whether existing or in development, associated with the invention described in paragraph (a); and
- (d) all records based on or incorporating information referred to in paragraphs (a) to (c) of this definition;

'writing' includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form.

## 2. ASSIGNMENT

The Assignor assigns the Intellectual Property Rights in the Technology to the Assignee according to this Deed, and in return for payment of the Assignment Fee.

## 3. ASSIGNMENT FEE

The Assignment Fee is payable to the Assignor:

- (a) upon the parties signing this Agreement;
- (b) as a debt owing to the Assignor by the Assignee; and
- (c) in such method as is acceptable to the Assignor.

## 4. ASSIGNMENT IN GOOD FAITH

The parties declare that this is an assignment in good faith for full value and there is no intention on the parties' part to make any gift to each other.

## 5. CONFIDENTIALITY

- 5.1 A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information, except in circumstances where it is legally compelled to do so.
- 5.2 Each party must take all reasonable steps to ensure that its employees and agents, and any subcontractors engaged for the purposes of this Deed, do not make public or disclose the other party's Confidential Information.
- 5.3 Without limiting any other provisions of this clause, both parties may disclose the terms of this Deed (other than Confidential Information of a technical nature) to their related companies, solicitors, auditors, insurers and accountants.
- 5.4 The parties agree that this clause survives the termination of this Deed.

## 6. BENEFIT OF ASSIGNMENT

This Deed enures to the benefit of and is binding upon the parties and their successors, trustees, permitted assigns or receivers, but does not enure to the benefit of any other persons.

## 7. REPRESENTATIONS AND WARRANTIES

The parties to this Deed represent, warrant and undertake that neither the execution of this Deed nor performance by any party of their obligations will cause any other party to this Deed to be in breach of any agreement to which they are a party or are subject to.

## 8. GOODS & SERVICES TAX

8.1 GCS warrants to register for GST prior to the assignment of the Intellectual Property Rights.

8.2 The Assignment Fee payable under clause 3 shall be increased by the amount of Goods and Services tax, if any, applicable to that supply having regard to the requirements of Part VB of the *Trade Practices Act 1994 (Cth)*. The Assignor shall provide the other Party with any tax invoices or adjustment notes in relation to the taxable Assignment Fee and do all things reasonably necessary to assist the other Party to claim and obtain any input tax credits available in respect of the taxable Assignment Fee.

## 9. AMENDMENTS IN WRITING

No amendment to this Deed has any force, unless it is in writing and signed by all of the parties to this Deed.

## 10. COUNTERPARTS

This Deed is validly executed if executed in one or more counterparts.

## 11. NO MERGER

The covenants, conditions, provisions and warranties contained in this Deed do not merge or terminate upon completion of the transactions contemplated in this Deed, but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect.

## 12. ENTIRE DEED

This Deed constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it. Any statement made in negotiations for this Deed, which is not set out in this Deed, does not form part of the agreement between the parties.

## 13. FURTHER ASSURANCES

13.1 Each party must do all things and execute all further documents necessary to give full effect to this Deed and refrain from doing anything that might hinder the performance of this Deed.

13.2 To give complete effect to this Deed, the parties must immediately do such things and make and execute all such documents necessary or required by the Commissioner of Stamp Duties, the Deputy Commissioner of Taxation or any other body or authority, and do or execute or cause to be done and executed all transfers and other things reasonably required of them in order to effectively convey to and vest in the Assignee, the Intellectual Property Rights in the Technology.

## 14. GOVERNING LAW AND JURISDICTION

14.1 The laws of Queensland and the Commonwealth of Australia govern this Deed.

14.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

**15. NO WAIVER**

- 15.1 The failure of a party at any time to require full or partial performance of any provision of this Deed does not affect in any way the full right of that party to require that performance subsequently.
- 15.2 The waiver by any party of a breach of a provision of this Deed is not deemed a waiver of all or part of that provision or of any other provision or of the right of that party to avail itself of its rights subsequently.
- 15.3 Any waiver of a breach of this Deed must be in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

**16. COSTS****16.1 The Assignee must pay:**

- (a) all stamp duty payable on this Deed and on any transfer or assignment pursuant to it or under the *Duties Act 2001 (Qld)* or any transaction evidenced by it; and
- (b) all costs (including registration fees) of, and incidental to, the preparation, execution, delivery and registration of all transfers or other documents necessary to vest the Intellectual Property Rights in the Technology in the Assignee.

**16.2 The Assignor agrees to pay the costs in relation to the negotiation, preparation and execution of this Deed.****17. INTERPRETATION**

In this Deed, except to the extent the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) a reference to a party is to be construed as a reference to a party to this Deed;
- (c) a reference to a party to this Deed or any other document or Deed includes its successors and permitted assigns;
- (d) a reference to an item in the Background, clause, or schedule is a reference to an item in the Background, clause or schedule to this Deed and references to this Deed include its schedules;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) a reference to a document or Deed including this Deed includes a reference to that document or Deed as amended, novated, supplemented, varied or replaced from time to time;
- (g) in the interpretation of this Deed, headings are to be disregarded;
- (h) references to '\$A', 'dollar', '\$' and to any amount not otherwise designated, is to be construed as a reference to Australian currency; and
- (i) where a party comprises 2 or more persons, an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons.

**SCHEDULE 1**  
Deed Details

Date of Deed: 13 DECEMBER 2002

Assignment Fee: \$10,000

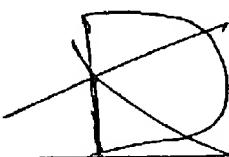
**SCHEDULE 2**  
Invention

Patent Name	Inventor	Provisional Date	No	Date	No	PCT	Country	National No
Organ arrest, protection and preservation	Dobson, G	23-Mar-99	PP9414	22-Mar-00	PCT/AU00/00226	Australia		32632/00
		23-Nov-99	PQ4199			Brazil		PI0010653-4
						Canada		2364687
						China		00805408.8
						Europe		00910414.2
						India	IN/PCT/2001/00873/DE	
						Indonesia	W00200102071	
						Israel		145552
						Japan		2000-606063
						Mexico		2001/009532
						New Zealand		514515
						Norway		20014557
						Poland		P.351484
						Russia		2001128500
						Singapore		200105729-8
						South Africa		2001/7644
						South Korea		2001-7012071
						Turkey		01/3235
						United States		09/937,181
						Hong Kong		decision on protection 10/02
Organ arrest, protection, preservation and recovery	Dobson, G	21-Jun-02		PS3126				

EXECUTED as a deed in Queensland.

SIGNED SEALED AND DELIVERED )  
for and on behalf of JAMES COOK UNIVERSITY )  
by an authorised officer, who warrants that they )  
have the authority to sign this Deed and bind )  
JAMES COOK UNIVERSITY to its obligations )  
under the Deed, in the presence of:

R. Fisher  
A Signature of witness

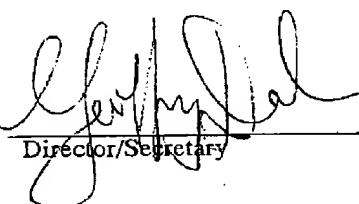
  
A Signature of authorised officer

R. Fisher  
A Full name of witness

T. Norman Palmer  
A Full name of authorised officer

SIGNED SEALED AND DELIVERED )  
for and on behalf of GLOBAL CARDIAC )  
SOLUTIONS PTY LTD ACN 102 773 571 )  
by authority of the directors in the presence of:

A Director

  
A Director/Secretary

A Full name of director

Geoffrey Phillip Dobson  
A Full name of director/secretary

**ASSIGNMENT OF PATENT APPLICATION  
NON - U.S. APPLICANT**

WHEREAS, THE UNDERSIGNED INVENTOR(S), (hereinafter singly and collectively, "ASSIGNOR") of the address(es) indicated below, has/have invented the Invention described in an application entitled:

**ORGAN ARREST, PROTECTION AND  
PRESERVATION**

for Letters Patent of the United States which:

[ ] has been executed on even date herewith;

[ ] was filed as U.S. Serial No. \_\_\_\_\_ filed on \_\_\_\_\_

AND WHEREAS

**James Cook University**

which is a:

- [ ] corporation
- [ ] company, other than a corporation
- [ ] partnership
- [ X ] University

having a principal place of business (address of Assignee) at:

Townsville, Queensland 4810, Australia

(hereinafter "ASSIGNEE"), is desirous of acquiring an Interest therein;

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right to the aforesaid patent application, and the Invention as described in the aforesaid application, in the United States, together with any divisions, continuations, continuations-In-part, reissues, or re-examinations thereof, and hereby authorise(s) and request(s) the Commissioner of Patents to issue Letters Patent issuing therefrom to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns and legal representatives;

ASSIGNOR also hereby sells and assigns to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models, designs and equivalents for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary

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notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and

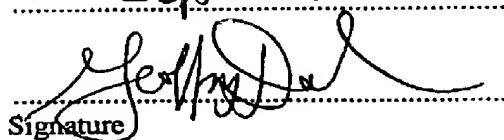
ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby further agrees to communicate with said ASSIGNEE, or its successors, assigns and legal representatives, any facts known to us respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

ASSIGNOR hereby authorize and request my/our attorney, **Bozicevic, Field & Francis LLP**, of 200 Middlefield Road, Suite 200, Menlo Park, CA 94025, or its agents, the power to insert on this assignment further identification, including but not limited to application number(s) and filing dates, when known, which may be necessary or desirable in order to comply with any rule or request of the United States Patent and Trademark Office for the purposes of recording this document.

EXECUTED as of the date(s) written below by ASSIGNOR:

Date: 24<sup>th</sup> September 2001

  
Signature

  
Witness Signature

  
Signature

Witness Name

Inventor's name: Geoffrey Phillip DOBSON

Inventor's address: 14 Dahl Crescent, Wulguru, Queensland 4811, Australia

CHECK HERE [ ] and attach supplemental page if more than two Inventors